



City of Seattle

Seattle City Employees' Retirement System

720 Third Avenue, Suite 1000, Seattle, WA 98104, Phone: (206) 386-1293, Fax: (206) 386-1506

Greetings,

We are seeking proposals for audit services. The Seattle City Employees' Retirement System manages approximately \$1.9 billion for the benefit of approximately 10,000 active or vested members and approximately 5,000 current retirees. You are welcome to prepare your proposal using any format you wish. **Proposals are due September 22, 2006.** Please provide a response for the following items:

- We are interested in receiving proposals from those that have experience auditing large public (defined benefit) pension plans. Please list your qualifications and describe your experience.
- We seek those that have expertise in audits of stand-alone special purpose governmental entities. Please list your qualifications and describe your experience.
- We currently do not submit our annual report to the Government Finance Officers Association (GFOA) for review, however, we are interested in having our reports compliant with GFOA reporting standards. Please list your qualifications and describe your experience.
- Please provide the qualifications of each member of the audit team, with respect to the above mentioned items.
- Please provide a list of clients or examples of your expertise in auditing alternative investments and describe the impact that the new AICPA practice aid will have on your audit approach
- In this enclosure you will find a copy of our standard contract. We are not interested in modifying the contract and will ask that it be signed as is, prior to being invited to present your proposal in person. In order to be able to prepare the final document for execution, please provide the following:

Firm Name

State of incorporation of your firm

Contact name for notices

Contact address

Name of authorized signor

Title of authorized signor

(If the structure of your firm is such that it has affiliates and subsidiaries, etc., Section XXIII can include the names of the appropriate entities, if appropriate.)

- We would prefer a five-year contract, however, you are welcome to propose a shorter period, if you wish. Please include the fees that you would propose for each year that you are proposing. Please include the amount of hours you are estimating for field-work and total hours for the audit, per year.

You are welcome to include any other information that you wish.

(continued)

We are interested in having field-work occur in March and having your audit completed by the beginning of May. Our Board of Administration is interested in having you present the results of the audit to them at their monthly meeting, either in May or June. This Board presentation serves as the official exit conference. Usually the auditors would meet with the Board in the fall to discuss the upcoming audit, to see if the Board has any concerns or areas that they wish the audit to review in particular. (One year the Board asked that a sample of some of the buybacks be verified, another time the Board asked the auditors to review a sample of calculations of retiree monthly allowances that are based on a money purchase formula.)

We have copies of our annual report on our website, along with other information that may be useful, at:
www.seattle.gov/retirement/

The sole point of contact for this RFP is: Mel Robertson who can be reached via email at: mel.robertson@seattle.gov Mr. Robertson has the discretion to respond, or not, to each of the inquiries. If there are any errors discovered in the documents or general clarifications that become necessary, they will be posted to the RFP page of our website.

If you wish to email your proposal, please send it to:
seattleretirementrfp@seattle.gov and cc: mel.robertson@seattle.gov
Please do not email any zipped files.

If you wish to deliver a hard copy of your proposal, please send it to:

Seattle City Employees' Retirement System
Attention: Mel Robertson
720 Third Avenue, Suite 1000
Seattle, WA 98104

Proposals are due September 22, 2006.

CONSULTANT AGREEMENT

THIS AGREEMENT is made by and between **THE CITY OF SEATTLE**, acting by and through the Board of Administration of the Seattle City Employees' Retirement System (hereinafter called the "Board") and **Your Firm Name Here** (hereinafter called the "Consultant"), a Limited Liability Partnership organized and existing under the laws of the State of **State Name Here** and authorized to do business in the State of Washington.

The parties agree as follows:

I. CONSULTANT SERVICES

a. **Term of Agreement.** The term of this Agreement shall commence upon full execution of this Agreement and is estimated to expire on **September XX, 2006**, unless terminated earlier pursuant to the provisions here.

b. **Contracted-for Services.** The Board hereby retains the Consultant to perform the services described in the Engagement Letter dated **September XX, 2006**, as set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference (hereinafter called "Services"). The Consultants **September XX, 2006**, proposal to the Board, a copy is attached hereto as Exhibit "B" and incorporated into this Agreement.

c. **Extra Work.** The Board may desire to have the Consultant perform work or render services other than the Services expressly described in Exhibit A. This will be considered extra work, supplemental to Exhibit A and this Agreement and shall not proceed unless authorized by an amendment to this Agreement or execution of a different agreement. Any costs incurred due to the performance of extra work prior to the execution of an amendment or a different agreement will not be reimbursed under this Agreement or an amendment to this Agreement.

II. FEE

For and in consideration of the rendering of the Services the Consultant shall receive compensation as set forth in Exhibit A. Periodic partial payments will be made by the Board after receipt and approval by the Board of the Consultant's invoice and documentation of the services performed during the period covered by the invoice. Without limiting its rights or remedies, the Consultant shall have the right to halt or terminate its work entirely if any periodic payment is not received within thirty (30) days after the invoice date. The Consultant may submit an invoice for payment of compensation due to it under this Agreement no more frequently than monthly. Each such invoice shall detail the number of hours of work performed by each person who performed any such work during the period covered by such invoice, together with that person's position title and hourly rate of compensation, and shall summarize the stage of the Consultant's completion of each work element identified in Exhibit A.

III. AFFIRMATIVE ACTION / NON DISCRIMINATION

a. Equal Employment Opportunity And Outreach

(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

(2) The Consultant shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative action taken by the Consultant in implementing the requirements of this section, and will permit access to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.

(3) If, upon investigation, the Director of Executive Administration finds probable cause to believe that the Consultant has failed to comply with any of the requirements of this section, the Consultant and the Executive Director of the City Employees' Retirement System shall be so notified in writing. The Executive Director of the City Employees' Retirement System shall give the Consultant an opportunity to be heard, after ten calendar days' notice. If the Executive Director of the City Employees' Retirement System concurs in the findings of the Director of Executive Administration, he/she may suspend the Agreement and/or withhold any funds due or to become due to the Consultant, pending compliance by the Consultant with the requirements of this section.

(4) The City encourages the use of women and minority employees and apprentices on all City contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the Consultant's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.

(5) Upon request by the Department of Executive Administration, the Consultant shall submit EEO Reports in the form specified by the City, detailing actual employment data for the Consultant and for any and all subcontractor(s) utilized for the Work.

(6) The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law.

(7) The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

b. Nondiscrimination In Employee Benefits

(1) The Consultant shall comply with the requirements of SMC Ch. 20.45 and the Equal Benefits Program Rules implementing such requirements, under which the Consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Consultant provides to its employees with spouses. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. The equal benefit provisions of SMC Ch. 20.45 do not apply to subcontractors used under this Agreement.

(2) Any violation by the Consultant of the provisions of SMC Ch. 20.45 shall be a material breach of the Agreement, for which the Consultant shall be subject to the remedies thereunder, including but not limited to payment of liquidated damages in the amount of \$500 for each calendar day the Consultant is in violation of SMC Ch. 20.45 during the term of the Agreement, termination of the Agreement, disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to five (5) years, and/or other remedies specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

c. Efforts To Use Women And Minority Business Enterprises

(1) General: The City encourages the use of Women and Minority Business Enterprises ("WMBEs") as subconsultants and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

(2) Non-Discrimination: The Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

(3) Record-Keeping: The Consultant shall maintain, for at least 12 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

(4) Sanctions for Violation: Any violation of the mandatory requirements of the provisions of Subsections III.c(2) and (3) shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law.

IV. (RESERVED)

V. COPYRIGHTS

If the Board intends to publish or otherwise reproduce in any document the Consultant's report on the Board's financial statements, or otherwise make reference to the Consultant in a document that contains other information in addition to the audited financial statements (e.g., in a periodic filing with a regulator, in a debt or equity offering circular or in a private placement memorandum), thereby associating the Consultant with such document, the Board's staff shall provide the Consultant with a draft of the document to read and obtain the Consultant's approval for the inclusion or incorporation by reference of the Consultant's report, or the reference to the Consultant, in such document before the document is printed and distributed, which approval shall not be unreasonably withheld. The inclusion or incorporation by reference of the Consultant's report in any such document shall constitute the reissuance of such report, for which no additional fee shall be charged by the Consultant. The Board shall notify the Consultant and obtain the Consultant's approval prior to including such report on an electronic site, which approval shall not be unreasonably withheld.

VI. TERMINATION

a. For Cause: Either party may terminate this Agreement for material breach by the other party in the performance of that other party's obligations as described in this Agreement, when such breach has not been corrected to conform the performance with the obligations as set forth in this Agreement in all material respects within thirty (30) days after written notice of breach has been provided to the allegedly breaching party.

b. For Public Convenience: The Board may terminate this Agreement in whole or in part whenever the Board determines that such termination is in the best interests of the public or for lack or continuing appropriations, in which case the Board shall pay the Consultant for services satisfactorily performed in accordance with this Agreement prior to the effective date of termination. Notice of termination pursuant to Subsection b may be given upon less than thirty (30) days' prior notice.

c. Consultant's Resignation: The Consultant may resign at the Board's auditor and terminate this Agreement at any time in accordance with the laws, regulations and professional standards applicable to the Services.

d. Payment for Partial Termination: In the event this Agreement is terminated for the Board's convenience, the Board shall pay the Consultant for the Services rendered under this Agreement up to and including the date of termination.

VII. MANAGEMENT RESPONSIBILITY

The Consultant will make specific inquiries of the Board about the representations embodied in the financial statements. As part of the Consultant's audit procedures, the Consultant will request that the Board provide the Consultant with a representation letter acknowledging the Board's responsibility for the preparation of the financial statements and affirming the Board's belief that the effects of any uncorrected financial statement misstatements aggregated by the Consultant during the current audit engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The Consultant will also request that the Board confirm certain representations made to the Consultant during its audit. The responses to those inquiries and related written representations of the Board required by generally accepted auditing standards are part of the evidential matter that the Consultant will rely on as auditors in forming its opinion on the Board's financial statements. Because of the importance of Board's representations, the Board agrees to release and indemnify the Consultant and its personnel from all claims, liabilities, and expenses relating to its services under this Agreement attributable to any misrepresentation by the Board.

VIII. INDEMNIFICATION AND INSURANCE

a. Indemnification: The Consultant shall indemnify, save harmless and defend the City and its officers, employees and agents from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, cost and expenses of any kind) solely arising out of or resulting from bodily injury, death or physical damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or reckless or willful misconduct of the Consultant while engaged in the performance of Services under this Agreement; provided, however, that if there also is fault on the part of the City or any individual indemnified hereunder or any entity or individual acting on the City's behalf, the foregoing indemnification shall be on a comparative fault basis. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The indemnification and defense obligation provided for in this section shall survive any termination or expiration of this Agreement. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such claim. The indemnifying party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

b. Insurance.

(1) *Required coverage:* During the term of this Contract, and prior to undertaking any work under this Contract, the Consultant, at no expense to the City, shall obtain and file with the City acceptable evidence of a policy or policies of insurance as enumerated below.

(a) A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Independent Contractors' Coverage
- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Washington Stop Gap

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage –

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability –

\$1,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.

(b) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent. Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -
\$ 300,000 per accident

(c) A policy of **Professional Liability Insurance (Acts, Errors or Omissions Insurance)** appropriate to the Consultant's profession. Coverage should be for a professional act, error, or omission arising out of the scope of services shown in this Agreement. The minimum limit of coverage shall be \$1,000,000 each claim and in the aggregate.

(d) A policy of **Worker's Compensation** as required by applicable statute.

(2) *Company and Form; Duration; Required Endorsements.* The above policy or policies, endorsements thereto, and subsequent renewals:

(a) Shall be subject to approval by the City's Risk Manager as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington broker or agent) form and coverage and be primary to all other insurance the City may secure as respects this Contract; and

(b) Must protect the City within the policy limits from any and all claims and risks in connection with any activity performed by the Consultant by virtue of this Contract subject to the terms and conditions of the policies; and

(c) Must be maintained in full force and effect throughout the entire term of this Contract; and

(d) Must name The City of Seattle as an additional insured (excluding professional liability).

(e) Must also include a "separation of insureds" or "severability of interests" clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned to the first name insured, this insurance applies as if each named insured were the only name insured, and separately to each insured against whom claim is made or suit is brought."

(3) *Evidence of Insurance.* Acceptable evidence of insurance coverage includes Declaration pages to the policy, including limits page, endorsement forms list and the additional insured endorsement to the policy or a signed letter from the insurance broker which outlines policy numbers, policy terms, insurance carrier and states that the policy(ies) meet or exceed the insurance requirements as outlined in the Contract. Any of the following forms of evidence will be acceptable:

(a) An additional insured endorsement issued on an Insurance Services Office (ISO) from CG2026 or equivalent naming "The City of Seattle, its officers, elected officials, employees, agents, and volunteers" as an additional insured. The endorsement must also be signed by an authorized representative of the insurance company and include the policy number and name of the insured on the endorsement; or

(b) A blanket policy or endorsement clause adding as additional insureds anyone for whom the Consultant is required to provide insurance under a contract or permit; or

(c) An additional insured endorsement containing the following provision:

"The City of Seattle, its officers, elected officials, employees, agents and volunteers are an additional insured for all coverages provided by this policy and shall be fully and completely protected to the extent provided in said policy for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation in connection with any activity performed by

the Consultant (except for professional liability) by virtue of the provisions of that Contract between The City of Seattle and the Consultant entitled Seattle Retirement System Annual Financial Audit for years 2006 through 2010.”

“The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to The City of Seattle, % Risk Management Administrator, Key Tower, 700 Fifth Avenue, Seattle, WA 98104 and to Executive Director, City Employees Retirement System, Suite 1000, 720 Third Avenue, Seattle WA 98104.”

(4) *Failure to Secure & Maintain Insurance Constitutes Breach.* Failure of the Consultant to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Contract and cause for its immediate termination.

IX. COOPERATION

The Board shall cooperate with the Consultant in the performance by the Consultant of its services hereunder, including, without limitation, providing the Consultant with reasonable facilities and timely access to data, information and personnel of the Board. The Board shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to the Consultant for purposes of the performance by the Consultant of its services hereunder. It is understood and agreed that the Consultant's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Board. In connection with its services hereunder, the Consultant shall be entitled to rely on all decisions and approvals of the Board.

X. AUDIT

Upon thirty (30) days prior written notice, the Consultant shall permit the City Auditor and Washington State Auditor, from time to time as the City Auditor, the Executive Director of the Seattle City Employees' Retirement System, or State Auditor deems reasonably necessary (including up to six (6) years after the date of the final payment of any fee payable hereunder), to inspect and audit at any and all reasonable times in the Consultant's offices, all directly pertinent nonproprietary billing and invoicing books and records of the Consultant or any sub-consultant that has performed work in connection with or related to the Consultant's Services under this Agreement to verify, among other things, that the compensation or other consideration provided to the Consultant has been appropriate, and that the contracted-for services were provided in a timely manner. The Consultant shall supply the City with, or shall permit the City and/or State Auditor to make, a copy of any such books and records and any portion thereof, upon the reasonable written request of the City Auditor, Board Executive Director, or the State Auditor. The Consultant shall ensure that such inspection, audit and copying right of the City and State Auditor is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Consultant's Services under this Agreement. All audit findings, except those for performance audits, will be governed by the Federal Acquisition Regulation (FAR), subpart 31, which is hereby incorporated in and made a part of this Agreement.

XI. INDEPENDENT CONTRACTOR

This Agreement does not constitute either party as an agent, distributor, partner, fiduciary, associate, joint venturer or legal representative of the other for any purpose whatsoever. The relationship of the Consultant to the City by reason of this Agreement shall be that of an independent contractor. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

XII. WAIVER

Rights under this Agreement are cumulative; the failure to exercise any right on any occasion does not prevent the exercise of such a right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another. No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement. The payment of compensation shall not be deemed a waiver of any right or the acceptance of defective performance.

XIII. AMENDMENT

The parties reserve the right to modify or amend this Agreement from time to time as deemed necessary, by mutual agreement. No modification or amendment of any of the provisions hereof shall be effective unless given in writing and signed by an authorized representative of each of the parties hereto.

XIV. SEVERABILITY

If any provision, condition or other portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable preserving to the fullest extent permissible the intent of the parties set forth herein.

XV. COMPLIANCE WITH LAW

a. General Requirement: The Consultant, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

b. Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations material to its performance of the Services, and comply with all requirements thereof in all material respects.

c. Taxes: The Consultant shall pay all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Consultant's interest in this Agreement and any leasehold interest deemed to have been created thereby under Chapter 82.29A RCW.

d. Use of Recycled Content Paper: The Consultant shall, whenever practicable, use recycled content paper on all documents submitted to the Board.

e. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA in the performance of Services may be a material breach of, and grounds for termination of, this Agreement in accordance with the terms hereof.

XVI. ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign, transfer, subcontract or delegate any of its rights or obligations under this Agreement, in whole or in part (including, without limitation, interests or claims relating to this Agreement), without the prior written consent of the other party. The Consultant may, without the consent of the Board, assign or subcontract its rights and obligations hereunder to (i) any affiliate or related entity or (ii) any entity that acquires all or a substantial part of the assets or business of the Consultant. Each party shall be responsible for its subcontractor's performance of any subcontracted portion of obligations or requirements of this Agreement.

XVII. INVOLVEMENT OF FORMER CITY EMPLOYEES

The Consultant shall give notice to the Board of any former City officer or employee who is expected to work on or subcontract for any portion of the Services under this Agreement and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. The Consultant shall make its best efforts to ensure that no work under this Agreement is done by a former City officer or employee who ended his/her City office or employment less than twelve (12) months prior to the commencement date of such former City employee's work for the Consultant as an employee or subconsultant and who, in the course of official City duties, was involved in, participated in or acted on any matter related to this Agreement

XVIII. NO CONFLICT OF INTEREST

The Consultant confirms that to the actual knowledge of the Lead Client Service Director, Consultant does not have a "financial interest" or a "close family relationship", with any current Board officer or employee, as defined and as prohibited under the rules promulgated by the American Institute of Certified Public Accountants. As used in this section, the term "Consultant" shall be limited to any employee of the Consultant named in Exhibit A who was, is, or will be involved in the actual performance of Services under this Agreement. The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

XIX. ADDRESSES FOR NOTICES

All notices and other material to be delivered hereunder shall be in writing and shall be delivered by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail through the United States Postal Service, postage prepaid, return receipt requested, to the following addresses:

If to Board: Norman L. Ruggles
Executive Director
Seattle City Employees' Retirement System
720 Third Avenue, Suite 1000
Seattle, WA 98104

If to the Consultant: **Contact Name**
Your Firm Name
Firm Address

or such other respective addresses as may be specified herein or as either party may, from time to time, designate for itself by notice to the other party. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

XX. KEY PERSONS.

The parties agree that the individuals named in Exhibit A, except in the cases of death, illness, termination, resignation or other severance of association, shall not be transferred or reassigned by the Consultant without notification to the Board.

XXI. LIMITATION ON WARRANTIES

THIS IS A SERVICES AGREEMENT. THE CONSULTANT WARRANTS THAT IT SHALL PERFORM SERVICES HEREUNDER IN GOOD FAITH. THE CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XXII. WAIVER OF JURY TRIAL

THE CONSULTANT AND THE BOARD HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY

ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.

XXIII. SURVIVAL AND INTERPRETATION.

The provisions of Articles II, V, VI, VII, VIII.a, XII, XXI, XXII, XXIII and XXIV hereof, shall survive the expiration or termination of this Agreement. For purposes of Articles XXI and XXIV, the Consultant means **Your Firm Name** and its subsidiaries; to the extent providing the Services, **Your Firm Name**, its member firms, and the affiliates of **Your Firm Name, Your Firm Name** and its member firms; all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

XXIV. FORCE MAJEURE

In the event that either party is unable to perform one or more of its obligations under this Agreement for reasons beyond such party's reasonable control including but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation, law, order or requirement (hereinafter referred to as a "Force Majeure Event" or "Event"), the party that has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the party that is unable to perform such obligation(s) shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If the period of non-performance exceeds fifteen (15) days from the other party's receipt of notice of the Force Majeure Event, the party that has received notice of the other party's inability to so perform may terminate this Agreement by giving written notice of such termination to the other party. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

XXV. ENTIRE AGREEMENT; LAW GOVERNING INTERPRETATION; VENUE

This Agreement and Exhibit A attached hereto and forming a part hereof constitutes the entire agreement between the Consultant and the City with respect to this Agreement, supersedes all other oral and written representations, understandings or agreements relating to this Agreement, and may not be amended except by written agreement signed by the parties. This

Agreement shall be construed and interpreted in accordance with the laws of the State of Washington (without giving effect to the choice of law principles thereof). The venue of any action brought hereunder shall be in the Superior Court for King County.

IN WITNESS whereof each of the parties has executed this Agreement by having an authorized representative sign below.

THE CITY OF SEATTLE	Your Firm Name Here
----------------------------	----------------------------

By: _____

Name: Norman L. Ruggles

Title: Executive Director

Board of Administration

City Employees' Retirement System

By: _____

Name: **Name of Authorized Signor**

Title: **Title of Authorized Signor**

Date: _____

Date: _____